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7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**

9 -----X
ANITA SANHUEZA and WENDY) **Case No.:**
GUZMAN, Individually and on)
10 behalf of all others similarly)
situated,) **COMPLAINT**
11) **CLASS ACTION**
Plaintiffs,)
12)
vs.)
13)
14 LINCOLN TECHNICAL INSTITUTE,)
INC., EUPHORIA ACQUISITION,)
15 LLC, NEW ENGLAND INSTITUTE OF)
TECHNOLOGY AT PALM BEACH, INC.,)
16 SHAUN E. MCALMONT, CESAR)
RIBIERO, and BRIAN K. MEYERS,)
17)
Defendants.)
18 _____ X

19
20 COMES NOW PLAINTIFFS, on behalf of themselves and all others
21 similarly situated and on behalf of the general public, hereby
22 allege:
23

24 **JURISDICTION AND VENUE**

25 1. This Court has jurisdiction over the claims alleged herein
26 because Plaintiffs seeks relief pursuant to the Fair Labor Standards
27 Act ("FLSA") for the Defendants' failure to pay minimum wages and/or
28 overtime wages as required by 29 U.S.C. § 201-218 et. seq. The

1 "one of the corporate defendants" or "defendant") is a corporation
2 formed and existing pursuant to the laws of the State of New Jersey
3 and does business as Euphoria Institute of Beauty Arts and Sciences.

4 7. Defendant EUPHORIA ACQUISITION, LLC (hereinafter "one of
5 the corporate defendants" or "defendant"), is a limited liability
6 company formed and existing pursuant to the laws of the State of
7 Delaware and does business as Euphoria Institute of Beauty Arts and
8 Sciences.

9 8. Defendant NEW ENGLAND INSTITUTE OF TECHNOLOGY AT PALM
10 BEACH, INC. (hereinafter "one of the corporate defendants" or
11 "defendant"), is a corporation formed and existing pursuant to the
12 laws of the State of Florida and does business as Euphoria Institute
13 of Beauty Arts and Sciences.

14 9. Defendants conducted the activities alleged herein and
15 that give rise the claims made in this complaint in the states of
16 Nevada, Florida, and Rhode Island.

17 10. Defendant SHAUN E. McALMONT (one of the "Individual
18 Defendants") is an owner and/or officer and/or director of the
19 Euphoria Institute of Beauty Arts and Sciences through his
20 ownership, either directly or through one or more intermediary
21 entities that he also owns, of LINCOLN TECHNICAL INSTITUTE, INC.,
22 EUPHORIA ACQUISITION, LLC, and NEW ENGLAND INSTITUTE OF TECHNOLOGY
23 AT PALM BEACH, INC.

24 11. Defendant CESAR RIBIERO (one of the "Individual
25 Defendants") is an owner and/or officer and/or director of the
26 Euphoria Institute of Beauty Arts and Sciences through his
27 ownership, either directly or through one or more intermediary
28 entities he also owns, of LINCOLN TECHNICAL INSTITUTE, INC.,

1 EUPHORIA ACQUISITION, LLC, and NEW ENGLAND INSTITUTE OF TECHNOLOGY
2 AT PALM BEACH, INC.

3 12. Defendant BRIAN K. MEYERS (one of the "Individual
4 Defendants") is an owner and/or officer and/or director of the
5 Euphoria Institute of Beauty Arts and Sciences through his
6 ownership, either directly or through one or more intermediary
7 entities he also owns, of LINCOLN TECHNICAL INSTITUTE, INC.,
8 EUPHORIA ACQUISITION, LLC, and NEW ENGLAND INSTITUTE OF TECHNOLOGY
9 AT PALM BEACH, INC.

10 13. Defendants operate beauty or cosmetology schools under the
11 names Euphoria Institute of Beauty Arts and Sciences in the States
12 of Nevada, Florida, and Rhode Island. The allegations set forth
13 *infra* in this complaint involving the Euphoria Institute of Beauty
14 Arts and Sciences and its relationship with the class members and
15 the plaintiffs are intended to be allegations about the conduct and
16 actions of all of the defendants.

17 14. Although the individual defendants maintain the corporate
18 defendants as registered and nominally separate corporate entities,
19 for the purposes of the claims alleged in this case, the corporate
20 defendants should be treated as a single legally liable defendant,
21 enterprise, general partnership, or joint venture. Such liability
22 and status should be found based upon the common management, control
23 and operation of such corporate entities, all of which utilize the
24 same internet website, interchangeable employees, and resources and
25 which are completely interdependent and function as a single unified
26 business operation in practice and as a matter of economic reality.
27 Additionally, none of such entities can, or do, function as an
28 economically viable and self-sufficient independent business and as

1 a result they are properly deemed as a matter of law to be mere
2 operating offices or departments of a single legally liable
3 defendant.

4 **CLASS ACTION AND REPRESENTATIVE ALLEGATIONS**

5 15. The named Plaintiffs bring this action on their own
6 behalf, and on behalf of the class of all persons similarly situated
7 and on behalf of the general public.

8 16. The class consists of all persons who were, as alleged
9 herein, wholly uncompensated employees of the Defendants in their
10 profit making personal services businesses under the FLSA, such
11 class claims being brought pursuant to 29 U.S.C. § 216(b) which
12 authorizes lawsuits on behalf of others similarly situated, such
13 lawsuits often referred to as "collective" and not "class" actions.
14 Some or all of such persons who are alleged to be similarly situated
15 and members of the FLSA class are also entitled to relief under the
16 laws of the States of Nevada, Florida and Rhode Island (the "state
17 claims"), as alleged herein. It is asserted that the state claims
18 are properly subject to class action treatment under FRCP Rule 23
19 for the reasons alleged herein.

20 17. The class claims asserted in paragraph 16 encompass under
21 the FLSA the time period from three years prior to the commencement
22 of this action through the date of any judgment, such claims
23 encompassing for state law purposes the statute of limitations
24 applicable to such state law as determined by the date of the
25 commencement of this action through date of any judgment.

26 18. The class of persons identified in paragraph 16 is in
27 excess of 500 and is so numerous that the joinder of each member of
28 the class is impracticable.

1 19. There is a well-defined community of interest in the
2 questions of law and fact affecting the class the named plaintiffs
3 propose to represent. The class members' claims against Defendants
4 involve questions of common or general interest, in that their
5 claims are based on Defendants' failure to pay any wages whatsoever
6 to such persons despite the FLSA's requirement, as alleged herein,
7 that such persons be paid at least the minimum hourly wage provided
8 for in 29 U.S.C. § 206, such conduct also violating the legal
9 obligations imposed upon the defendant under the various state laws
10 alleged herein. These questions are such that proof of a state of
11 facts common to the members of the class will entitle each member of
12 the class to the relief requested in this Complaint.

13 20. The named plaintiffs will fairly and adequately represent
14 the interests of the class, because the named plaintiffs are members
15 of the class and the claims of the named plaintiffs are typical of
16 the claims of those in the class. The named plaintiffs have
17 retained experienced counsel competent to represent the class, the
18 adjudication of the putative FRCP Rule 23 class claims on a class
19 action basis is superior to other means of adjudication of such
20 claims and/or is desirable based upon the common actions of the
21 defendants towards the class and/or the risk of inconsistent
22 adjudications and uncertainty regarding the proper standard of
23 conduct by the defendants if such claims were subject to multiple
24 individual litigations and/or the other criteria of FRCP Rule 23 are
25 met warranting the class action certification of such claims.

26 **RELEVANT FACTS OF THE DEFENDANTS' BUSINESS**
27 **OPERATIONS AND THE PARTIES' RELATIONSHIP**

28 21. The corporate defendants are for-profit businesses,

1 meaning they are not registered with, or recognized by, any State or
2 the United States as non-profit or charitable enterprises.

3 22. The corporate defendants are for-profit businesses,
4 meaning they are required by law to file tax information reports or
5 tax returns with the United States Internal Revenue Service and on
6 none of those filings is it indicated that they are a charity or
7 non-profit business within the meaning of the statutes and
8 regulations that govern their obligation to file those reports or
9 returns.

10 23. Defendants conduct for-profit business activities in
11 Nevada, Florida, and Rhode Island, by providing educational services
12 (the "educational services business") to paying students in fields
13 of cosmetology and esthetics, which includes training students to
14 practice, as regulated by various state laws, the trades of
15 cosmetology and esthetics or skin care.

16 24. Defendants' for-profit business activities in Nevada,
17 Florida, and Rhode Island also includes the providing of personal
18 services, for a fee, to members of the public (the "personal
19 services business") who in exchange for paying such a fee receive
20 cosmetology and/or esthetics services.

21 25. Defendants' for-profit personal services business
22 activities are designed to generate a profit for defendants and do
23 generate a profit for the defendants and the revenue defendants
24 receive from the fees defendants charge to the public for the
25 personal services provided by such business exceed the value of the
26 materials, if any, that such members of the public consume during
27 the receipt of such services.

28 26. Defendants utilize the labor of the class members, who

1 have also purchased the educational services provided by defendants
2 in their educational services business, in Defendants' personal
3 services business.

4 27. The class members are paid no compensation by the
5 defendants for the labor they provide in Defendants' personal
6 services business, meaning they receive no payments in United States
7 currency or in instruments that are convertible as a matter of law
8 into such currency in exchange for furnishing such labor.

9 28. The labor provided by the class members in Defendants'
10 personal services business was and is essential to that business, in
11 that the labor needed to provide the personal services to the
12 members of the public, for which such members of the public paid a
13 fee to defendants, was furnished exclusively or predominately by the
14 class members.

15 29. Without the labor provided by the class members,
16 Defendants' personal services business would either cease to operate
17 or would have to secure labor from other persons who would have to
18 be compensated at a minimum hourly wage as required by the FLSA and
19 such state laws.

20 30. Defendants actively promote and advertise their personal
21 services business to the public and induce the purchase of those
22 services by offering them to members of the public at a cost lower
23 than the cost typically charged by other business that provide such
24 services and do not utilize uncompensated labor to provide such
25 services.

26 31. Defendant's for-profit personal services business
27 competes with other profit making businesses that provide the same
28 personal services that it provides to the members of the public, in

1 that members of the public have available to them other providers of
2 such personal services besides Defendant who, for a fee, will
3 provide such personal services.

4 32. Defendant is able to advantageously compete with other
5 profit making businesses that provide the same personal services
6 that it provides to the members of the public by charging members of
7 the public lower fees for such services than those charged by its
8 competitors.

9 33. Defendants' ability to provide the same personal services
10 to members of the public as are provided by its competitors, and
11 earn a profit by doing so despite charging less for those services
12 than its competitors, is either substantially or entirely the result
13 of Defendants enjoying lower operating costs in its personal
14 services business because they provide such services to the public
15 using the class members' unpaid labor while their competitors must
16 pay at least the minimum hourly wage required by the FLSA or state
17 law to their employees who provide the same labor and services to
18 the public.

19 34. Defendant could have the class members provide personal
20 services to the public without charge, or only for a charge
21 equivalent to the actual cost, if any, of the materials consumed in
22 providing such personal services.

23 35. The defendants have made a conscious decision to not have
24 the class members provide personal services to the public without
25 charge, or only for a charge equivalent to the actual cost, if any,
26 of the materials consumed in providing such personal services.

27 36. The defendants have made a conscious decision to not have
28 the class members provide personal services to the public without

1 charge, or only for a charge equivalent to the actual cost, if any,
2 of the materials consumed in providing such personal services, and
3 have made that decision so Defendants can operate a profit making
4 personal services business that competes with other enterprises that
5 also provide such personal services and are not in the educational
6 services business.

7 37. While the class members' labor in Defendants' personal
8 services business benefits them in securing experience providing
9 such personal services and in achieving their ultimate goal of being
10 licensed to practice their desired occupation, defendants' decision
11 to operate Defendants' personal services business as a profit making
12 venture is irrelevant to the class members' education and
13 occupational goals. This is because the class members would enjoy
14 the exact same benefit if Defendants did not charge members of the
15 public any fee for such personal services, or if they only charged a
16 fee sufficient to cover the actual cost of the materials, if any,
17 consumed by such members of the public while receiving such personal
18 services.

19 38. Defendants' educational services business neither requires
20 nor benefits from the defendants' decision to charge members of the
21 public for providing personal services and to carry on a profit
22 making personal services business utilizing the unpaid labor of the
23 class members.

24 39. The defendants' carrying on of a for profit personal
25 services business, utilizing the unpaid labor of the class members,
26 has the effect of depressing wages and employment opportunities
27 generally among workers who would otherwise provide those personal
28 services. That depression of wages and employment opportunities

1 arises because defendants are paying nothing whatsoever for the
2 class members' labor used to provide such services, which in turn
3 results in defendants being able to conduct a profit making personal
4 services business that charges members of the public less than its
5 competitors must charge, such competitors paying at least the
6 minimum hourly wage required by the FLSA and state law to their
7 employees. Such ability of the defendants to secure labor for their
8 profit making personal services business, without paying at least
9 the minimum hourly wage required by the FLSA and state law for that
10 labor, results in other businesses who provide the same personal
11 services and that do pay such minimum hourly wages being unable to
12 increase the wages of their workers above that minimum hourly amount
13 or hire more workers to provide such services. Such other
14 businesses are unable to do those things as a direct and proximate
15 result of Defendants' utilization of the class members' unpaid labor
16 and Defendants' ability, as a result of such utilization, to sell
17 such personal services to the public for an amount less than such
18 other businesses could charge and still make a profit.

19 40. The amount of hours of unpaid labor that the class members
20 performed in Defendants' personal services business is known to the
21 defendants who kept detailed contemporaneous records of those hours
22 of work and in respect to each of the named plaintiffs such hours of
23 work were in excess of 500 hours.

24 **HOW THE RELEVANT FACTS ESTABLISH AN**
25 **EMPLOYMENT RELATIONSHIP FOR THE PURPOSES**
OF THE FLSA AND STATE LAW

26 41. The relationship between defendants and the putative class
27 members, in respect to the labor provided by the putative class
28 members in defendants' personal services business, is one of

1 employer and employee for the purposes of the FLSA and state law.

2 That employment relationship exists for the following reasons:

3 (a) The class members provided labor in Defendants'
4 personal services business that was immediately
5 advantageous to defendants and the profitability of such
6 business was substantially or wholly dependent upon such
7 labor;

8 (b) The class members, while receiving a benefit from
9 their labor in Defendants' personal services business in
10 the form of experience that assisted them in achieving
11 their occupational goals, were simultaneously conferring a
12 valuable economic benefit upon the defendants, which were
13 charging the public for the services of the class members
14 and profiting from such charges;

15 (c) The class members' labor in Defendants' personal
16 services business displaced or made unnecessary the
17 employment of the persons Defendant would have otherwise
18 had to employ, and pay wages to, for the performance of
19 the labor that the class members furnished and from which
20 the defendants profited;

21 (d) Certain of the class members' labor did not and could
22 not confer any educational or occupational benefit
23 whatsoever upon such class members, in that the class
24 members, or some of them, were required by defendants to
25 spend time not actually performing personal services on
26 customers but performing manual labor or administrative
27 functions including, but not limited to, janitorial,
28 clerical or logistical functions, that were essential and

1 necessary for the conducting of Defendants' personal
2 services business but which had no educational purpose or
3 benefit to the class members and for which time
4 expenditures defendants failed and refused to pay the
5 class members any wages whatsoever; and
6 (e) For the reasons stated in paragraph 39, as
7 Defendants' utilization of the unpaid labor of the class
8 members in a commercial, for-profit, personal services
9 business depresses the wages of employees in that industry
10 and lessens the employment opportunities in that industry.

11 **HOW THE RELEVANT FACTS RENDER THE**
12 **DEFENDANTS OTHER THAN THE CORPORATE**
13 **DEFENDANTS LEGALLY RESPONSIBLE**
14 **FOR THE PLAINTIFFS' CLAIMS**

14 42. The defendants McAlmont, Ribiero, and Meyers, by virtue of
15 their ownership and/or control of the Euphoria Institute of Beauty
16 Arts and Sciences, were empowered to make, and did make, the
17 decisions to have the Euphoria Institute of Beauty Arts and Sciences
18 institute and/or continue the defendants' practices that are alleged
19 to have created an employer and employee relationship between
20 Euphoria Institute of Beauty Arts and Sciences and the plaintiffs
21 and the class members for the purposes of the FLSA and state minimum
22 wage laws that are alleged in this complaint, such actions by
23 McAlmont, Ribiero, and Meyers also causing the violations of the
24 FLSA and state law alleged in this complaint.

25 43. The defendants McAlmont, Ribiero, and Meyers, by virtue of
26 their ownership and/or control of the Euphoria Institute of Beauty
27 Arts and Sciences Business could have, but did not, make the
28 decision to have the Euphoria Institute of Beauty Arts and Sciences

1 discontinue the defendants' practices that are alleged to have
2 created an employer and employee relationship between the Euphoria
3 Institute of Beauty Arts and Sciences and the plaintiffs and the
4 class members for the purposes of the FLSA and the state minimum
5 wage laws that are alleged in this complaint, such actions by
6 McAlmont, Ribiero, and Meyers also causing the violations of the
7 FLSA and state law alleged in this complaint.

8 44. The defendants McAlmont, Ribiero, and Meyers, despite
9 having the power to do so, did not direct the Euphoria Institute of
10 Beauty Arts and Sciences to discontinue the practices that are
11 alleged to have created an employer and employee relationship
12 between the Euphoria Institute of Beauty Arts and Sciences and the
13 plaintiffs and the class members for the purposes of the FLSA and
14 the state minimum wage laws that are alleged in this complaint, such
15 actions by McAlmont, Ribiero, and Meyers also causing the violations
16 of the FLSA and state law alleged in this complaint. The defendants
17 McAlmont, Ribiero, and Meyers failed to take such action because
18 doing so would have diminished the profits of the Euphoria Institute
19 of Beauty Arts and Sciences and such diminishment of profits would
20 have in turn diminished the financial returns enjoyed by defendants
21 McAlmont, Ribiero, and Meyers from their ownership or control of the
22 Euphoria Institute of Beauty Arts and Sciences.

23 45. The defendants McAlmont, Ribiero, and Meyers became aware,
24 at least three years prior to the commencement of this action, that
25 the personal services business of the Euphoria Institute of Beauty
26 Arts and Sciences was an important and profitable business activity
27 of the Euphoria Institute of Beauty Arts and Sciences.

28 46. The defendants McAlmont, Ribiero, and Meyers became aware,

1 at least three years prior to the commencement of this action, that
2 the personal services business of the Euphoria Institute of Beauty
3 Arts and Sciences relied upon the unpaid labor of the class members.

4 47. The defendants McAlmont, Ribiero, and Meyers, after they
5 became aware that the personal services business of the Euphoria
6 Institute of Beauty Arts and Sciences relied upon the unpaid labor
7 of the class members, made no attempt to ascertain whether the
8 Euphoria Institute of Beauty Arts and Sciences's use in its personal
9 services business of the unpaid labor of the class members was in
10 compliance with the FLSA or the state minimum wage laws in the
11 states where the Euphoria Institute of Beauty Arts and Sciences
12 operated.

13 48. The defendants McAlmont, Ribiero, and Meyers, after they
14 became aware that the personal services business of the Euphoria
15 Institute of Beauty Arts and Sciences relied upon the unpaid labor
16 of the class members, and prior to the occurrence of the injuries
17 sustained by the plaintiffs and the class members, were made aware
18 that the use of unpaid student labor by a private for profit
19 cosmetology school in a profit making personal services business
20 might violate the FLSA. The defendants McAlmont, Ribiero, and
21 Meyers, despite that knowledge, made no attempt to change the
22 Euphoria Institute of Beauty Arts and Sciences's practice of using
23 uncompensated student labor in a profit making personal services
24 business.

25 49. The defendants McAlmont, Ribiero, and Meyers, after they
26 became aware that the personal services business of the Euphoria
27 Institute of Beauty Arts and Sciences relied upon the unpaid labor
28 of the class members, and prior to the occurrence of the injuries

1 sustained by the plaintiffs and the class members, were made aware
2 that the use of unpaid student labor by a private for profit
3 cosmetology school in a profit making personal services business
4 either did violate the FLSA or had been found by at least one court
5 to violate the FLSA. The defendants McAlmont, Ribiero, and Meyers,
6 despite that knowledge, made no attempt to change the Euphoria
7 Institute of Beauty Arts and Sciences's practice of using
8 uncompensated student labor in a profit making personal services
9 business.

10 50. In light of the foregoing set of facts, the defendants
11 McAlmont, Ribiero, and Meyers are properly deemed "employers" of the
12 plaintiffs and the class members within the meaning of the FLSA and
13 the state laws alleged in that defendants McAlmont, Ribiero, and
14 Meyers were acting as decision making "agents of an employer" and
15 were the controlling persons of the Euphoria Institute of Beauty
16 Arts and Sciences Business and the beneficial owners of the Euphoria
17 Institute of Beauty Arts and Sciences with the power to implement,
18 continue and/or terminate the illegal policies and practices that
19 are alleged to have violated the FLSA and the state laws that are
20 alleged in this complaint. The defendants McAlmont, Ribiero, and
21 Meyers not only were vested with such powers, but also knowingly
22 exercised such powers to continue the violations of the FLSA and the
23 state laws that are alleged in this complaint and/or they acquiesced
24 to the continuation of such violations despite having the power and
25 duty to prevent and stop the same. The imposition of such liability
26 upon the defendants McAlmont, Ribiero, and Meyers is also proper
27 because they expressly directed the Corporate Defendants to commit
28 the criminal acts that violated the FLSA and the state laws alleged

1 and as a result should be held civilly liable for such violations of
2 law.

3 **FIRST CLAIM FOR RELIEF UNDER**
4 **THE FAIR LABOR STANDARDS ACT**

5 51. Plaintiffs hereby incorporate each and every
6 allegation contained in this Complaint above and realleges said
7 allegations as though fully set forth herein.

8 52. Pursuant to the applicable provisions of the FLSA, 29
9 U.S.C. § 206 and § 207, the named plaintiffs and those similarly
10 situated were entitled to at least the minimum hourly wage, which is
11 currently \$7.25 an hour, for each hour that they labored in
12 defendants' personal services business and in the event they worked
13 more than 40 hours a week an overtime hourly wage of time and one-
14 half such minimum hourly wage for all hours worked in excess of 40
15 hours per week.

16 53. The named plaintiffs and those similarly situated
17 were paid no monetary compensation whatsoever by the defendants for
18 performing labor for the defendants as employees in the defendants'
19 personal services business, such failure to pay the plaintiffs and
20 the class members any compensation whatsoever violating the minimum
21 hourly wage requirements of 29 U.S.C. § 206 and, in the event any of
22 the class members or plaintiffs ever worked in excess of 40 hours in
23 a week, the overtime pay requirements of 29 U.S.C. § 207.

24 54. Defendants' aforesaid violations of the FLSA were willful
25 in that defendants were aware they were running a for profit
26 personal services business and were treating the class members like
27 employees and defendants also were aware that employees of profit
28 making personal services businesses are covered by the minimum

1 hourly wage requirements of the FLSA.

2 55. The named plaintiffs on behalf of themselves and all other
3 similarly situated persons who consent in writing to join this
4 action, it also being proposed that all such persons be notified of
5 this action through the dispatch of a written notice to the last
6 known names and addresses of such persons that are set forth in the
7 defendants' records or that can otherwise be ascertained, seek, on
8 this First Claim for Relief, a judgment for unpaid minimum wages and
9 overtime wages and additional liquidated damages of 100% of any such
10 unpaid wages, such sums to be determined based upon an accounting of
11 the hours worked by the named plaintiffs and any such other persons
12 who consent to join this action, and the plaintiffs also seek an
13 award of attorney's fees, interest and costs as provided for by the
14 FLSA.

15 **SECOND CLAIM FOR RELIEF UNDER**
16 **STATE LAW REQUIRING A MINIMUM HOURLY WAGE**
 AND UNDER CERTAIN CIRCUMSTANCES AN OVERTIME WAGE

17 56. Plaintiffs hereby incorporate each and every
18 allegation contained in this Complaint above and reallege said
19 allegations as though fully set forth herein.

20 57. The conduct alleged by the defendants also
21 constituted a violation of the laws of the states of Nevada,
22 Florida, and Rhode Island that require the payment of minimum hourly
23 wages and overtime wages of one and one-half times the minimum
24 hourly wage, and that authorize civil suits to collect the same
25 including, but not necessarily limited to, the following:

- 26 (a) Nevada Constitution Article 15, Section 16 and N.R.S.
27 § 608.250 (granting right to a minimum wage and
28 authorizing civil actions to enforce that right);

1 608.018 (granting right to overtime wages);

2 (b) Florida Constitution Article X, Section 24, providing
3 for the payment of minimum wages; and

4 (c) Rhode Island General Laws § 28-12-3.

5 58. Defendants' alleged conduct has deprived all of the class
6 members who worked for the defendant of the minimum wages and
7 possibly in some instances overtime wages owed to such class members
8 under Nevada or Rhode Island law.

9 59. The named plaintiffs, on behalf of themselves and the
10 plaintiff class, seeks a judgment for all minimum wages, overtime
11 wages, and liquidated damages and all other damages and monetary
12 relief authorized by Nevada, Florida, and Rhode Island law for
13 violations of minimum wage and/or overtime wage payment
14 requirements.

15 60. The named plaintiffs, on behalf of themselves and the
16 plaintiff class, also seeks declaratory and equitable relief in the
17 form of a declaration on the illegality of defendants' practices and
18 in the form of a suitable injunction restraining defendants from
19 continuing to violate the minimum wage and overtime wage payment
20 requirements of Nevada, Florida, and Rhode Island law .

21 **THIRD CLAIM FOR RELIEF UNDER**
22 **STATE LAW REQUIRING THE**
23 **PAYMENT OF EARNED AND UNPAID WAGES**

24 61. Plaintiffs hereby incorporate each and every allegation
25 contained in this Complaint above and reallege said allegations as
26 though fully set forth herein.

27 62. The conduct of the defendants, in failing to pay the
28 minimum hourly wages required by the FLSA and in certain
circumstances the law of the state where class members were working,

1 has also violated the requirements of certain state statutes that
2 expressly require the payment of full and properly earned wages to
3 employees, including, but not necessarily limited to, the following:

- 4 (a) Nevada Revised Statutes § 608.016 (requiring
5 payment of wages for all time worked including
6 during trial or break in periods); § 608.060
7 (requiring semi-monthly payment of wages); §
8 608.030, 608.020 (specifying immediate payment or
9 payment within 3 days of all wages earned and unpaid
10 by discharged or resigning employee); and
11 (b) Rhode Islands Payment of Wages Law, Rhode Island
12 General Laws Title 28, Chapter 14, including § 28-
13 14-19.2 and its other applicable provisions.

14 63. Defendants' alleged conduct has deprived all of the class
15 members who worked for the defendants of the wages defendants were
16 legally required to pay them pursuant to Nevada and Rhode Island
17 laws.

18 64. The named plaintiffs, on behalf of themselves and the
19 plaintiff class, seek a judgment for all wages and liquidated
20 damages and all other damages and monetary relief authorized by
21 Nevada and Rhode Island law as a result of defendants' failure to
22 pay the named plaintiff and class members the wages defendant was
23 legally required to pay them pursuant to Nevada and Rhode Island
24 law.

25 65. The named plaintiffs, on behalf of themselves and the
26 plaintiff class, also seek equitable relief, in the form of
27 declaratory relief and a suitable injunction restraining defendants
28 from continuing to fail to pay the wages of the class members, as

1 required by Nevada and Rhode Island law.

2 **FOURTH CLAIM FOR RELIEF UNDER**
3 **NEVADA STATUTE IMPOSING PENALTIES OR**
4 **CONTINUING WAGE PAYMENT OBLIGATIONS**

5 66. Plaintiffs hereby incorporate each and every allegation
6 contained in this Complaint above and reallege said allegations as
7 though fully set forth herein.

8 67. The conduct of the defendants, in failing to pay the
9 minimum hourly wages required by the FLSA and in certain
10 circumstances the law of the state where class members were working,
11 has also violated the requirements of certain state statutes that
12 expressly require the payment of full and properly earned wages to
13 employees, including, but not necessarily limited to, the following:

14 (a) Nevada Revised Statutes § 608.040 (granting 30 days
15 continuing wages to employee not paid their earned
16 wages within the time limit provided by statute upon
17 conclusion of their employment); and

18 (b) Rhode Island Payment of Wages Law, Rhode Island
19 General Laws Title 28, Chapter 14, including § 28-
20 14-19.2 and its other applicable provisions.

21 68. Defendants' alleged conduct, in failing to pay the class
22 members who worked for the defendant the wages defendant was legally
23 required to pay them either under state law or the FLSA has given
24 rise to a claim for monetary damages, in an amount in addition to
25 such unpaid wages, pursuant to such state's law.

26 69. The named plaintiffs, on behalf of themselves and the
27 plaintiff class, seeks a judgment for all damages and monetary
28 relief authorized Nevada and Rhode Island law as alleged in this
claim for relief, the same arising as a result of defendants'

1 failure to pay the plaintiff and the class members the wages
2 defendant was legally required to pay them pursuant to Nevada or
3 Rhode Island law or the FLSA.

4
5 NOW THEREFORE, Plaintiffs pray for relief for themselves and
6 all class members as follows:

7
8 1. Judgment against defendants for unpaid minimum wages and
9 overtime wages and additional liquidated damages of 100% of any
10 unpaid minimum wages and overtime wages pursuant to the FLSA along
11 with an award of costs and attorney's fees;

12
13
14 2. Judgment against defendants for unpaid minimum wages and
15 overtime wages as required by the applicable state law;

16
17 3. Judgment against defendants for continuing wages and
18 statutory penalties and damages as required by the applicable state
19 law;

20
21 4. Equitable, declaratory and injunctive relief including
22 restitution and restraint of defendants' actions in the future under
23 the applicable state law;

24
25
26 5. Costs, litigation expenses and disbursements, interest and
27 reasonable attorney's fees; and

1 6. Such further relief the court deems just and reasonable.

2
3 Plaintiffs also demand a trial by jury on all claims subject to
4 a trial by jury.

5 Dated this 10th day of December, 2013

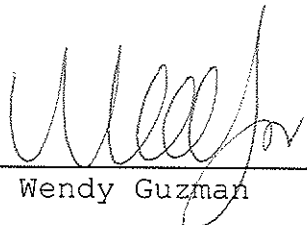
6 Leon Greenberg Professional Corporation
7

8 */s/ Leon Greenberg*

9 By: _____
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15 Attorney for Plaintiff
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CONSENT TO JOINDER

Wendy Guzman, by signing
below, hereby consents to join this case as a plaintiff pursuant
to 29 U.S.C. 216(b).



Wendy Guzman

CONSENT TO JOINDER

Anita Sanhueza, by signing below, hereby consents to join this case as a plaintiff pursuant to 29 U.S.C. 216(b).



Anita Sanhueza